

Commonwealth Proposal
for a Successor Collective Bargaining Agreement
and other Memoranda of Agreements
with the
State Police Association of Massachusetts

September 23, 2022

The State Police Association of Massachusetts should not interpret any Commonwealth proposal made herein or during the course of these negotiations to mean that the Commonwealth does not currently enjoy any particular right or rights under the above-referenced collective bargaining agreement.

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ARTICLE 8
HOURS OF WORK AND OVERTIME

Section 1. Regular Workweek, Tours of Duty and Work Schedules

C.

(iii) The Division of Investigative Services as follows:

- Gaming Enforcement Unit: 4&2 with no less than one (1) employee assigned to a 5&2 other than the OIC.
- Fire & Explosion Investigative Unit - Massport: 4&2 with no less than one (1) employee assigned to a 5&2 other than the OIC.

Add the following Massport EOD & K-9 Unit Organizational Change & Reassignment at the end of this Collective Bargaining Agreement

In the interest of promoting harmonious labor relations, the Commonwealth of Massachusetts through the Department of State Police and the State Police Association of Massachusetts, Unit 5A, hereby agree to the following regarding the Massport EOD and K-9 Unit Organizational Change and Reassignment. The parties agree to the following:

1. The parties agree the organizational change unit reassignments that occurred on May 23, 2021, pursuant to Superintendent's Memo 21-SM-11 shall remain in effect. Specifically, the Explosive Ordinance Disposal Unit and Canine (K-9) Unit assigned to Troop F within the Division of Field Services were reassigned to the Bomb Squad – Massport, within the Fire & Explosion Investigative Unit of the Division of Investigative Services.
2. This reassignment resulted in the Fire & Explosion Investigative Unit (FEIU) being broken down into two (2) assignments: 1) Statewide (East and West), and 2) Massport.
3. Statewide members are assigned an administrative Monday through Friday work schedule. Massport remains assigned to the rotating 4&2 work schedule in accordance with Article 8 of the Commonwealth-SPAM CBA with no less than one (1) employees assigned to a 5&2 administrative Monday through Friday work schedule as determined by the FEIU Unit Commander. Accordingly, staffing levels shall be determined by the FEIU Unit Commander.
4. All FEIU-Statewide and Massport positions are Non-Biddable.
5. FEIU-Statewide and Massport members shall each remain assigned to On-Call status.
6. Statewide and Massport shall have Primary Overtime eligibility based on hours and seniority within their respective assignment (Statewide and Massport) and

certification, and Secondary overtime eligibility with the alternate assignment (Statewide and Massport) based on certification.

7. Regularly scheduled work shifts and overtime assignments at Massport shall consist of TSA-certified K-9 teams in accordance with TSA protocols, unless specifically authorized by the FEIU Unit Commander or designee based on operational needs.
8. All members of FEIU, Statewide and Massport, shall be dual certified as Bomb Technicians and be assigned a K-9 with the following exceptions:

Members assigned to FEIU-Massport prior to the reassignment of May 23, 2021, may be permitted to remain certified solely as a Bomb Technician or solely as a K-9 Handler at their discretion , unless or until the following:

- TSA guidelines prohibit such singular disciplines; or
 - Upon retirement of a K-9 Handler's dog, the member may either voluntarily leave the FEIU, or be trained as a Bomb Technician and assigned a new K-9.
9. All FEIU-Massport K-9s assigned after the reassignment of May 23, 2021, shall be certified as Passenger Screening Canines (PSC), unless alternative certification is required by TSA. Massport K-9s existing before the reassignment of May 23, 2021, are permitted to be Explosion Detection Canines (EDC) certified until their K-9s retirement. Massport K-9 "Ares" and K-9 "Zia" shall remain EDC certified until their retirement.
 10. Massport K-9 Teams shall only be certified according to TSA standards, however, may train with other entities that do not require certification.
 11. FEIU-Massport shall have their assigned vehicle issued through the Division of Investigative Services conditioned on funding from Massport. Said vehicles shall be issued at the discretion of the FEIU Unit Commander.

ARTICLE 8 HOURS OF WORK AND OVERTIME

- K. Employees assigned as Community Service Officers as well as employees assigned to the following Units: Gang Units, Truck Teams, Community Action Teams, Motorcycle Unit, STOP Team, **Violent Fugitive Apprehension Section (VFAS)**, and **Media Relations** will be subject to varying shifts (as described in Article 8, Section 1.B of this Agreement) upon five (5) days notice, except in cases of emergency. Shifts shall be determined by the Commanding Officer after consultation with team members. All such team members mentioned above shall receive the night shift differential provided for in Article 8, Section 2J, notwithstanding the fact that the employee may not be otherwise eligible for such differential by virtue of the shift to which the employee is assigned.

ARTICLE 11
BEREAVEMENT LEAVE

~~Upon evidence satisfactory to the Colonel of the death of a spouse, child, parent, brother, sister, grandparent, grandchild, or parent of spouse, or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) calendar days.~~

- A. Upon evidence satisfactory to the Colonel (or his/her designee) of the death of a spouse or child, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of death.
- B. Upon evidence satisfactory to the Colonel (or his/her designee) of the death of a foster child, step child, parent, step parent, brother, sister, grandparent, grandchild, person for whom the employee is legal guardian, parent or child of spouse, or person living in the household, an employee shall be entitled to a maximum of four (4) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.
- C. Upon evidence satisfactory to the Colonel (or his/her designee), an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the employee's brother-in-law, sister-in-law, grandparent-in-law, or grandchild-in-law.

In cases where a death occurs out-of-state and/or the employee does not receive timely notification thereof, he/she may apply to the appropriate Troop/Section/Unit Commander, or chain of command outside the Bargaining Unit for approval of an alternative arrangement under which to take the leave. Requests for such alternative arrangement shall not be unreasonably denied.

ARTICLE 12
FAMILY AND MEDICAL LEAVE

Section 8. Paid Family Medical Leave (PFML) (new section)

Leave granted under the Paid Family Medical Leave Act, M.G.L. c. 175M, which does not otherwise qualify for leave under the FMLA or Article 12 of the collective bargaining agreement, shall be used concurrently with the leave granted by Article 12 of the collective bargaining agreement, to the extent that such leave exceeds the twelve (12) weeks of leave granted by the FMLA.

ARTICLE 16
SALARY RATES

Section 1.

- A. Effective the first full pay period in January of 2021, a two and one half percent (2.5%) salary increase for all employees.
- B. Effective the first full pay period in January of 2022, a two percent (2%) salary increase for all employees.
- C. Effective the first full pay period in January of 2023, a two percent (2%) salary increase for all employees.
- D. All employees who are currently active upon the signing of this agreement will receive a one-time Recognition Payment of one and one-half percent (1.5%) of their base salary. (A minimum amount of \$1,000 shall be set for the one-time payment.)

Add the following Paid Detail Rate at the end of this Collective Bargaining Agreement

Detail Rate: The Colonel shall increase the detail pay rate from \$50.00 per hour to \$56.25 per hour effective thirty (30) days from the signing of the MOA regarding civilizationalization of the paid detail offices and ratification of a successor agreement to the parties' January 1, 2018 – December 31, 2020, Collective Bargaining Agreement (CBA), whichever occurs later.

Labor Management Committee

Add the following Labor Management Committee to the list of committees at the end of this Collective Bargaining Agreement:

The parties agree to form a Labor Management Committee to discuss updating the "Procedures for Drug Testing" outlined in Appendix DT/S-1.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
STATE POLICE ASSOCIATION OF MASSACHUSETTS**

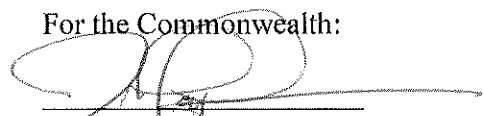
Except as specifically modified by the provisions of this Memorandum of Agreement, all terms and provisions of the Commonwealth – Association January 2018 – December 2020 collective bargaining agreement, including all agreed upon Side Letters of Agreement, shall be incorporated into, and shall be made part of, that collective bargaining agreement.

The Commonwealth of Massachusetts (the Employer) and the State Police Association of Massachusetts (the Association), representing Bargaining Unit 5A, agree to the following:

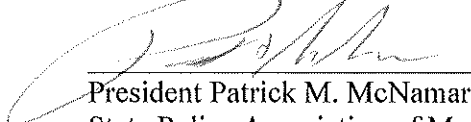
1. The Association agrees to withdraw with prejudice, AAA Case Number: 01-21-0004-8963 (RATF & BWC/CMC Audio).
2. The Association agrees to withdraw with prejudice, Fact Finding Case Number: PS-22-9131.
3. The Association agrees to withdraw with prejudice, DLR Case Number: SUP-21-8482 (Accreditation).
4. Clarification and updating the Memorandum of Agreement of BWC/CMC signed March 3, 2021.
5. Agreement on Accreditation remedy.
6. Memorandum of Agreement Regarding Paid Detail Offices and a communication to the State Auditor to be signed by the Association.
7. Memorandum of Agreement for the In-Person Service Payment.
8. The terms of this Memorandum of Agreement shall not establish a precedent for any other matter.

Agreed this 14 day of OCTOBER, 2022:

For the Commonwealth:


John B. Langan, Director
Human Resources Division/
Office of Employee Relations

For the Association:


President Patrick M. McNamara
State Police Association of Massachusetts

Add the following MOA after the Labor Management Committee page:

REGARDING PAID DETAIL OFFICES

The Commonwealth of Massachusetts, through the Human Resources Division, and the State Police Association of Massachusetts, agree to the following regarding disposition of Sergeants and Troopers assigned to the Paid Detail Offices of Troops A, B, C, D and H exclusively. In recognition of the assignment or reassignment of bargaining unit employees from the aforementioned Troop Detail Offices, the parties agree to the following:

1. The parties agree that there are a total of five (5) Sergeants and fifteen (15) Troopers assigned to the Troop Detail Office listed below:

A Troop	B Troop	C Troop	D Troop	H Troop
1 Sergeant	1 Sergeant	1 Sergeant	1 Sergeant	1 Sergeant
4 Troopers	2 Troopers	2 Troopers	3 Troopers	4 Troopers

2. The Department shall give the Association notice of any changes, alterations, or amendments to the initial executed contract, statement of work, application, software terms of agreement, application terms of agreement, or any electronic device consent form and the opportunity to bargain over the impacts prior to any change to the aforementioned listed items.
3. The Department agrees to allow for any application or software related to the assignment of details to be installed on all Department issued electronic devices for use by bargaining unit members. Bargaining Unit Members will not be required to download any application or software on their personal electronic device.
4. For any Bargaining Unit Member that chooses to download any application or software related to the assignment of details on one's personal electronic device; the Department shall not obtain or use any data collected by the vendor other than data specific to the paid detail assignment and solely collected by the ODM application. At no time shall the Department or the vendor access data from any member outside of the actual hours of work for said paid detail assignment. Any Geofencing technology shall not be enabled or activated.
5. The Department recognizes the inherent fourth amendment protections regarding members personal electronic devices. A member may deny a Department request to access a member's personal electronic device without subjecting the member to discipline. In the event, the Department is ordered to seize a member's personal electronic device in response to a search warrant or court order issued by a Court of competent jurisdiction or a lawful subpoena, unless prohibited by law or court order, the Department will immediately notify the Association of each search warrant, court order, and subpoena prior to the seizure.

6. The Colonel shall assign a minimum of one (1) Sergeant to each of the Troop Detail Offices (Troops A, B, C, D, and H) on an administrative Day Schedule.
7. Sergeants currently assigned to the Troop Detail Offices (Troops A, B, C, D, and H) shall remain assigned to such offices until the Sergeant's departure by any means (ex: promotion, retirement, resignation, transfer...)
8. Some or all Troopers assigned to the Troop Detail Office shall be reassigned within their respective Troop as part of the Detail management service conversion based on the elimination of the operational needs of Troopers in the Detail Office.
9. Said Troopers shall be reassigned from the Paid Detail Office one (1) full bid cycle from notice of need for reassignment. Troopers shall be permitted to waive the notice requirement and be reassigned before the one (1) full bid cycle.
10. With each Trooper reassignment from the Detail Office, the Department agrees to a corresponding designation of a Day or Evening shift Administrative Patrol to Stations in the Troop based on operational needs. When the Trooper positions addressed in paragraph 1 are eliminated, removed, or reassigned, from the Detail Office for the ODM transition or civilization thereof, corresponding administrative patrol shall be assigned (with exception to paragraph 13) in the following order of priority:

	A Troop	B Troop	C Troop	D Troop	H Troop
1 st	A-1 Andover Eve	B-2 Shelburne Falls Eve	C-10 Charlton Days	D-3 Dartmouth Eve	H-6 So. Boston Eve
2 nd	A-4 Medford Eve	B-4 Cheshire Eve	C-2 Millbury Days	D-4 Middleboro Eve	H-7 Milton Eve
3 rd	A-6 Danvers Eve	X	X	D-7 Bourne Eve	H-3 Foxboro Eve
4 th	A-5 Revere Eve	X	X	X	H-2 Framingham Day

11. Administrative Patrols are regular patrol assignments that are assigned to an administrative work schedule of Monday through Friday with an additional day off regular every three (3) weeks, referred to as an Administrative Day Off (ADO). As a regular patrol assignment, all Administrative Patrols shall be subject to the same assignments such as rotating through road patrol, desk assignments, guest patrol, and the like.
12. The parties agree Administrative Patrols shall be incorporated and integrated into minimum staffing levels and shall be maintained in accordance with Guest Patrols, and if such patrol cannot be filled through assignment of a guest patrol, then such patrol will be filled using backfill overtime with the exception of days off regular, administrative days

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off, and holidays. Such assignments shall be made in compliance with Articles 8 & 28 of the CBA.

13. All Administrative Patrols pursuant to this Memorandum of Agreement shall be subject to review by the parties no less than every three (3) years to determine the operational needs of the Troop, and for the assigned shift, and may be subject to change within the Troop at that time. Should the Colonel determine, in any three-year review, any paid detail application does not meet the operational needs of the Department, the Colonel may make the determination to return the duties and positions to the Detail Office, with a corresponding decrease in the administrative patrols created pursuant to this Memorandum of Agreement. This is not to be construed as creating a minimum staffing requirement for Paid Detail Offices.
14. Should the Colonel deem it appropriate to return the duties to the Detail Office, and eliminate some or all of the administrative patrols, the corresponding number of Troopers shall be reassigned to the Detail Office, consistent with those outlined in Paragraph 1 & 10. Said Troopers assigned to administrative patrols shall be reassigned to their barracks via shift bid one (1) full bid cycle from notice of need for reassignment. Troop commanders shall assign Troopers of their choosing to the Troop Detail Office one (1) full bid cycle from notice of need for reassignment in accordance with the agreed upon total of Troopers as stated in paragraph 1. Troopers impacted by these reassignments shall be permitted to waive the notice requirement and be reassigned before the one (1) full bid cycle.
15. All full time, active duty sworn members of the Department shall have priority on all Paid Details offered by the Department of State Police.
16. The parties further agree to reserve their respective positions as to the ability to bargain staffing levels and staff assignments.

Agreed this 14 day of OCTOBER, 2022:

For the Commonwealth:



John B. Langan, Director
Human Resources Division/
Office of Employee Relations

For the Association:



President Patrick M. McNamara
State Police Association of Massachusetts

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The following sections shall not be incorporated as part of the Collective Bargaining Agreement:

**MEMORANDUM OF AGREEMENT
REGARDING PAID DETAIL OFFICES**

The Association agrees to the IT and programming contract regarding detail management services being provided by Off Duty Management (ODM), a private entity pursuant to M.G.L. c. 7, §53

SETTLEMENT AGREEMENT LANGUAGE

Record After the Fact (RATF) is a feature that permits creating and retrieving video footage, without audio, of an event when the record button was not activated in the BWC or the CMC systems, and the video is still present on the BWC or CMC hard drives. RATF captures events that occur while the camera system is powered on, even if not actively recorded by a member. This is a limited ability to retrieve an event that was not originally classified as a recorded event without involving the Department or the vendor for retrieval. The parties agree that there is passive recording that is required to allow for the buffering period of the BMC/CMC. The RATF feature for member or Department initiated retrieval shall not be enabled by the Department or by the vendor for the Department unless agreed to by the parties.

The parties agree that RATF and the passively recorded data shall be video only. The parties agree that all requests for recovery of RATF or passively recorded data by the Department to the vendor, whether by the individual member or by a department designee, require the prior written consent of the Association. In the event that a request for the recovery of video by the Department is the result of an order to be produced in response to a search warrant or court order issued by a Court of competent jurisdiction or a lawful subpoena, unless prohibited by law or court order, the Department will immediately notify the Association of each search warrant, court order, and subpoena prior to the recovery of video footage. If the Department is ordered to produce RATF and/or passively recorded data, the Department will not object to the Association seeking a protective order restricting dissemination of obtained subject data pursuant to applicable court rule of law or filing a motion to quash or seeking any other remedy available under the law.

The rear seat cruiser mounted camera (CMC) microphone shall only be activated in conjunction with the cruiser mounted camera and an audible alert will sound in one (1) minute intervals during activation.

Agreement on Accreditation remedy

REGARDING ACCREDITATION

Detainee anticipated to be held for greater than four (4) hours in any State Police facility shall require notification to the Duty Office for appropriate detainee observation protocols. Due to the responsibility for all detainees in our custody and unexpected duration, such observation assignments beyond four (4) hours may be hired as overtime in accordance with Article 8, Sections 2, B & E. Suicidal Detainees shall require an observation assignment.

MEMORANDUM OF AGREEMENT

**Between the
COMMONWEALTH OF MASSACHUSETTS
And the**

STATE POLICE ASSOCIATION OF MASSACHUSETTS

SERVICE RENDERED DURING THE COVID-19 EMERGENCY

WHEREAS, the Commonwealth of Massachusetts ("Commonwealth"), through the Office of Employee Relations, and the State Police Association of Massachusetts ("SPAM"), Unit 5a, are parties to a Collective Bargaining Agreement;

WHEREAS, the COVID-19 emergency has significantly impacted employees directed to report in person in the performance of their duties and responsibilities, excluding employees who were able to perform their work exclusively from their homes;

WHEREAS, the parties recognize the importance of, and the commitment to, the continuity of care and services that were and continue to be delivered to the most vulnerable populations of the Commonwealth, the public, and our constituents;

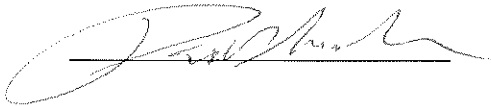
NOW THEREFORE, in order to address these unique circumstances, the parties agree to the following recognition payment guidelines, which will only apply to bargaining unit employees as described in Sections 1 and 2 below, working in an Executive Branch agency, who are on the regular payroll as of July 31, 2021:

1. Full-time employees directed to report to work in person during the period November 2, 2020, through May 29, 2021, who were not afforded the option of working remotely either fully or in a hybrid schedule, shall receive a one-time COVID-19 Hazardous Duty Payment of \$2,000.00.
2. Employees directed to report to work in person during the period November 2, 2020, through May 29, 2021, to provide direct care, public facing, public safety, cleaning and/or maintenance services on a part-time or hybrid work schedule, shall receive a one-time COVID-19 Hazardous Duty Payment of \$1,000.00.
3. The Department of State Police will determine which individual employees are eligible for the COVID-19 Hazardous Duty Payment of \$2,000 or \$1,000 as described in Sections 1 and 2 above, and this decision is final and cannot be grieved.
4. This Agreement shall not serve as precedent for any other matter and shall not be used in any proceeding or forum except to enforce its own terms and conditions.

5. This Agreement is the final resolution regarding Hazardous Duty Pay during the COVID-19 Emergency. The parties agree that this Agreement fully satisfies the Union's request to bargain over this issue.

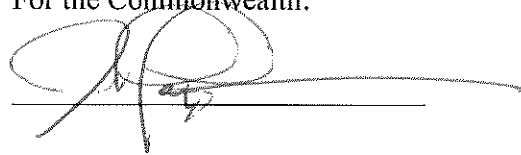
Agreed to on this 14 day of OCTOBER as indicated below by:

For the Association:



10/14/2022
Date

For the Commonwealth:



10/14/2022
Date